



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

RECORDATION NO. 13785 JAN 16, 1986
No. 6-017A024

JAN 17 1986 -2 40 PM

JAN 17 1986

Mr. James H. Bayne
Secretary
INTERSTATE COMMERCE COMMISSION
Interstate Commerce Commission
Washington, D.C. 20423

Fee \$ 10.00

ICC Washington, D. C.

Re: The Atchison, Topeka and Santa Fe Railway Company,
Equipment Trust, Series 2

Dear Secretary:

Enclosed herewith please find an original, one counterpart and five additional copies of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is the Termination Agreement, dated as of January 17, 1986, relating to The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series 2, dated as of September 1, 1982, as supplemented.

That Equipment Trust is the primary document to which this agreement is connected and is recorded under Recordation No. 13785.

The names and addresses of the parties to this document are:

The Company, as Lessee:

The Atchison, Topeka and Santa Fe Railway Company
80 East Jackson Boulevard
Chicago, Illinois 60604

The Trustee, as Trustee and Lessor:

Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60690

The equipment covered by the Equipment Trust Agreement, Series 2, is described on the Bill of Sale attached hereto as Attachment 1.


A check in the amount of \$10 is also enclosed in payment of the Commission's prescribed recordation fee. Please return the original and the six copies not needed by the Commission for recordation to me, which I would like to have returned bearing the recordation information.

Mr. James H. Bayne
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January 16, 1986

A short summary of the document to appear in the index is as follows:

The Termination Agreement, dated as of January 17, 1986, to the The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series 2, dated as of September 1, 1982, as supplemented, terminates The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series 2, and provides for, and by appended Bill of Sale effects, the transfer of the title of all of the Trust Equipment under that Equipment Trust from the Trustee to the Company in accordance with the terms thereof.

Very truly yours,


Gus Svolos
Vice President-Law

JQG/LBM/lgd

Enclosures

BILL OF SALE

THE HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Trustee (the "Trustee") under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series 2, dated as of September 1, 1982 does, in consideration for and upon the heretofore completed redemption of all outstanding Equipment Trust Certificates under the aforementioned Equipment Trust Agreement, hereby grant, bargain, sell, transfer, convey and set over unto The Atchison, Topeka and Santa Fe Railway Company, its successors and assigns, pursuant to the aforesaid Equipment Trust Agreement the Trust Equipment (the "Equipment") described in Schedule A attached hereto and made a part hereof, which Equipment is currently in the possession of The Atchison, Topeka and Santa Fe Railway Company.

TO HAVE AND TO HOLD, all and singular, the Equipment to The Atchison, Topeka and Santa Fe Railway Company, its successors and assigns, for its and their use and behoof forever.

The Equipment is sold AS IS, WHERE IS, without any covenant or warranty, express or implied, of any nature, except, however, that the Trustee covenants and warrants that said Equipment is free of all liens and encumbrances, if any, created by the Trustee.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be duly executed as of the 17th day of January 1986.

HARRIS TRUST AND SAVINGS BANK



Vice President

ATTEST:



Assistant Secretary

Interstate Commerce Commission
Washington, D.C. 20423

1/17/85

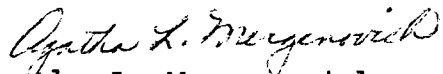
OFFICE OF THE SECRETARY

Gus Svolos
Vice President-Law
The Atchison, Topeka & Santa Fe RYW Co.
80 E. Jackson Blvd.
Chicago, Ill. 60604

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/17/86 at 2:40pm , and assigned re-recording number(s). 13785-B

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

TERMINATION AGREEMENT

13785-13
JAN 17 1986 -2 40 PM
INTERSTATE COMMERCE COMMISSION

This Termination Agreement is entered into as of this 17th day of January 1986 by and between The Atchison, Topeka and Santa Fe Railway Company ("ATSF") and the Harris Bank and Trust Company, as Trustee (the "Trustee") under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series 2, dated as of September 1, 1982, as supplemented.

WHEREAS, the Trustee and ATSF have entered into The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series 2, dated as of September 1, 1982, as supplemented (the "Agreement") pursuant to which the Trustee issued, and ATSF guaranteed, \$30 million aggregate principal amount of The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Certificates, Series 2, (the "Trust Certificates"), the proceeds of which were used by the Trustee to acquire for the trust created under the Agreement 83 remanufactured diesel electric locomotives (the "Trust Equipment");

WHEREAS, the entire \$30 million aggregate principal amount of the Trust Certificates were issued and sold to the President and Fellows of Harvard College pursuant to a Purchase Agreement dated September 3, 1982;

WHEREAS, Article Four of the Trust Agreement permits ATSF, at its option, to redeem at any time or from time to time during the term of the Agreement on certain specified Quarterly Dividend Dates (the "Redemption Dates") all, or certain principal amounts of, the Trust Certificates;

WHEREAS, ATSF, having found it desirable to redeem in full the entire \$30 million aggregate outstanding principal amount of the Trust Certificates, has caused the same to be redeemed and paid in full, together with all dividends due and payable, on this 17th day of January 1986, and now desires to terminate the Trust Agreement and the Lease thereunder and to obtain a release of the liens thereof on the Trust Equipment, all in accordance with the provisions of the Agreement.

NOW THEREFORE, the parties hereto, for good and valuable consideration and upon the mutual premises herein stated, agree as follows:

1. The Trustee confirms and agrees that ATSF has paid to the Trustee all Rentals and Advance Rentals due under the Agreement, and that ATSF has paid, performed and satisfied any and all other payments, covenants, conditions and obligations on the part of ATSF to be paid, performed or satisfied under the Agreement. The Trustee further represents and warrants: that all amounts payable to each holder of Trust Certificates have been or are to be paid to that holder; that each such holder has surrendered to the Trustee for cancellation, and the Trustee has so cancelled or will so cancel, all Trust Certificates outstanding under the Agreement; and that no Trust Certificates under the Agreement remain outstanding.

2. The Trustee hereby represents and warrants that the Trustee has paid to ATSF all amounts to be paid or repaid by

the Trustee to ATSF pursuant to the Agreement or upon its termination. ATSF hereby confirms receipt of the amount paid.

3. ATSF and the Trustee confirm and agree that this Agreement terminates as of January 17, 1986, except as to the terms and provisions thereof for which continuation after January 17, 1986, is necessary to give effect thereto.

4. The Trustee by execution and delivery of the attached bill of sale, the same being hereby requested by ATSF, does evidence as of January 17, 1986, the transfer to ATSF, or its designee, of all title to, and property in, all of the Trust Equipment under the Agreement in accordance with the terms thereof.

5. The Trustee and ATSF hereby agree that the security interest filed with the Interstate Commerce Commission under 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Commission) in favor of the Trustee, as trustee under the Agreement, is hereby terminated and shall be fully discharged of record, and that any and all other filings and recordings evidencing or imposing any lien, encumbrance or security interest in favor of the Trustee as aforesaid should be also released, terminated and fully discharged.

6. The Trustee hereby also agrees to execute for record in public offices at the expense of ATSF such instruments or instrument in writing as may reasonably be required and

requested by ATSF in order to make clear upon the public records ATSF's title to all of the Trust Equipment under the laws of any jurisdiction and under the provisions of 49 U.S.C. § 11303. The Trustee in connection therewith represents and warrants that it has not taken any action which has had the effect of subjecting the Trust Equipment to any lien, claim or encumbrance except those as are contemplated by the Agreement.

IN WITNESS WHEREOF, the parties have executed this Termination Agreement this 17th day of January 1986.

ATTEST:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY


Assistant Secretary

By 
Executive Vice President

ATTEST:

HARRIS TRUST AND SAVINGS BANK,
as Trustee


Assistant Secretary

By 
Vice President

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 16TH day of January 1986 before me personally appeared R. G. MASON, to me personally known, who, being by me duly sworn, says that he is Vice President of the Harris Trust and Savings Bank, that one of the seals affixed to the foregoing instrument is a corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was a free act and deed of said corporation.

J. Muzzing

My commission expires: JULY 12, 1989

[NOTARIAL SEAL]

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 14TH day of January 1986 before me personally appeared D. G. RUEGG, to me personally known, who, being by me duly sworn, says that he is the Executive Vice President of The Atchison, Topeka and Santa Fe Railway Company, that one of the seals affixed to the foregoing instrument is a corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was a free act and deed of said corporation.

John Thomas

My commission expires:

My Commission Expires Feb. 3, 1988

[NOTARIAL SEAL]

BILL OF SALE

THE HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Trustee (the "Trustee") under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series 2, dated as of September 1, 1982 does, in consideration for and upon the heretofore completed redemption of all outstanding Equipment Trust Certificates under the aforementioned Equipment Trust Agreement, hereby grant, bargain, sell, transfer, convey and set over unto The Atchison, Topeka and Santa Fe Railway Company, its successors and assigns, pursuant to the aforesaid Equipment Trust Agreement the Trust Equipment (the "Equipment") described in Schedule A attached hereto and made a part hereof, which Equipment is currently in the possession of The Atchison, Topeka and Santa Fe Railway Company.

TO HAVE AND TO HOLD, all and singular, the Equipment to The Atchison, Topeka and Santa Fe Railway Company, its successors and assigns, for its and their use and behoof forever.

The Equipment is sold AS IS, WHERE IS, without any covenant or warranty, express or implied, of any nature, except, however, that the Trustee covenants and warrants that said Equipment is free of all liens and encumbrances, if any, created by the Trustee.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be duly executed as of the 17th day of January 1986.

HARRIS TRUST AND SAVINGS BANK

Vice President

ATTEST:

Assistant Secretary

[Equipment Trust, Series 2]

SCHEDULE A

<u>Quantity</u>	<u>Type</u>	<u>Estimated Remanufacturing Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
10	2250 HP Diesel Electric Locomotives, original GMC (EMD) model GP-30; ATSF, Remanufacturer; Nos. 2705, 2732, 2736, 2743, 2745, 2748, 2753, 2770, 2773 and 2780	\$305,960	\$3,059,600
17	2500 HP Diesel Electric Locomotives, original GMC (EMD) model GP-35; ATSF, Remanufacturer; Nos. 2805, 2811, 2821, 2823, 2837, 2839, 2842, 2845, 2850, 2863, 2865, 2867, 2871, 2872, 2896, 2911 and 2942	\$305,960	\$5,201,320
4	3600 HP Diesel Electric Locomotives (16 cylinders), original GMC (EMD) model SD-45; ATSF, Remanufacturer; Nos. 5434 to 5437, both inclusive	\$662,490	\$2,649,960
20	3600 HP Diesel Electric Locomotives (20 cylinders), original GMC (EMD) model SD-45; ATSF, Remanufacturer; Nos. 5325 to 5339, 5341 to 5342 and 5344 to 5346, all inclusive	\$380,120	\$7,602,400
10	3600 HP Diesel Electric Locomotives SDF-45, original GMC (EMD) model SD-45; ATSF, Remanufacturer; Nos. 5953, 5955, 5956, 5959, 5965, 5970, 5972, 5975, 5977 and 5981	\$424,580	\$4,245,800

6	3600 HP Diesel Electric Locomotives SDFP-45, original GMC (EMD) model SD-45; ATSF, Remanufacturer; Nos. 5996, 5998, 5990, 5991, 5992 and 5997	\$386,710	\$2,320,260
16	Diesel Electric Locomotives to be described by HP, model and number by supplement to the Agreement and this Schedule A	<u>\$307,541</u>	<u>\$4,920,660</u>
83	TOTAL		<u>\$30,000,000</u>